

AGREEMENT
BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE
AND
THE CAMBRIDGE EDUCATION ASSOCIATION
CLERICAL UNIT C

July 1, 2024 - June 30, 2026

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This Agreement entered into by the Cambridge School Committee, (the "Committee") and the Cambridge Education Association Clerical Unit C, ("Unit C"), has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, standards of productivity and performance and any other conditions of employment.

ARTICLE 1 RECOGNITION

The School Committee recognizes the Union to be its own exclusive bargaining agent of the following group of Employees - Clerk, Senior Clerk, Supervisor I, Senior Clerk II, Supervisor II and Clerk Specialist, but excluding all other Employees of the School Committee as well as the Secretaries to the Superintendent, Secretary to the Deputy Superintendent, Secretary to Chief of Academic and Schools, Secretaries to the Assistant Superintendents, Secretary to the Chief Talent Officer, Secretary to the Chief Strategy Officer, Secretary to the Chief Equity Officer, Secretary to the Chief Financial Officer, Secretary to the Chief Operating Officer, Secretary to the Legal Counsel, the Executive Secretary to the School Committee, the Secretary to the Executive Secretary to the School Committee, and anyone who works in the office of and directly with the School Committee.

There shall be no title change of any classification currently covered by the collective bargaining agreement, unless negotiated.

Bargaining Unit Members who were hired under the Civil Service statute by the Cambridge School Department or City of Cambridge will remain Civil Service Employees throughout their employment as bargaining unit members with the Cambridge School Department.

ARTICLE 2 DEFINITIONS

SECTION 1. The words "Employee" and "Employees" as hereinafter used in this Agreement, refer only to such Civil Service Employees who are either permanent or provisional and fall within the collective bargaining unit described in Article 1 hereof.

The term "regular" Employee, as hereinafter used in this Agreement, shall refer to such Employees who hold permanent Civil Service status or provisional status.

SECTION 2. Whenever used in this Agreement, the pronoun "they" includes the male nouns or pronouns, the female nouns or pronouns and non-specified or non-binary gender identity, wherever the context permits or requires.

ARTICLE 3
AGENCY SERVICE FEE

The Cambridge School Committee agrees to require payment of an Agency Service Fee. This will be a condition of employment pursuant to the Agency Service Fee provisions of Chapter 150E, Section 12 of the General Laws. The Union agrees to indemnify and save the School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by an Employee or group of Employees.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURES

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those complaints which from time to time may arise involving the wages, hours, standards of productivity and performance and any other terms and conditions of employment or the conditions of employment of the members. The Committee and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

A. DEFINITION:

A grievance shall mean a complaint by an Employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

B. ADJUSTMENT OF GRIEVANCE:

Grievances presented by the Union or an Employee shall be presented and adjusted in the following manner:

Section 1. GENERAL PROCEDURES

INFORMAL PROCEDURE

The aggrieved Employee may discuss the matter with their appropriate immediate supervisor or in the case where the grievance relates to that supervisor, then with the supervisor's immediate supervisor.

FORMAL PROCEDURE

STEP 1. The Union's President or designee with the aggrieved Employee shall take up the grievance or dispute in writing with the immediate supervisor within fifteen (15) business twenty (20) school days or forty (40) calendar days of the date of the grievance or their knowledge of its occurrence. The immediate supervisor shall attempt to resolve the matter and respond to the President within twenty (20) school days of the grievance being submitted to the immediate supervisor.

STEP 2. If the grievance has not been resolved, it shall be presented in writing to the Superintendent of Schools within twenty school days after the immediate supervisor's response is due. The Superintendent shall schedule and hold the hearing of the grievance within twenty (20) school days. The Superintendent or designee shall respond to the President in writing within twenty (20) school days.

STEP 3. If the grievance still remains unresolved, it shall be presented to the School Committee in writing within twenty (20) school days after the response of the Superintendent is due. The School Committee shall meet with the member and a representative of the Association within twenty (20) school days in an effort to settle the grievance. The School Committee shall respond in writing within twenty school days of the meeting with the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

PROVISIONS APPLICABLE TO GRIEVANCE AT STEP 1, STEP 2 AND STEP 3

Each written statement of a grievance shall be on a form approved by both parties.

Conferences held under this procedure shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons who are involved to attend and there will be no loss of salary for working time spent by Employees who participate in conferences in the event they are held during working hours.

A written summary shall be made of the disposition of any grievance at Step 1, 2, or 3.

RECORDS:

While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any Employee involved in a grievance except as may be required to implement the disposition thereof.

REPRISALS:

No reprisals of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceedings by reason of such participation.

STEP 4.

- A. If the Union is not satisfied with the disposition of the Employee grievance at Level Three, or if no decision has been rendered within twenty-five (25) business days after the next regularly-scheduled meeting of the School Committee, the Union may, within fifteen (15) business days, whichever is sooner, notify the School Committee, insisting that the grievance is being brought to arbitration. Therefore, the Union may submit the grievance to the American Arbitration

Association to binding arbitration within fifteen (15) business days to be processed according to its rules.

- B. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the Cambridge School Committee and the Union.

GENERAL:

1. Any grievant may be represented at all stages of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or any officer of any other organization, other than the Union. When a member is not represented by the Union, the Union shall have the right to present and to state its views at all stages of the grievance procedure.
2. Decisions rendered at Steps One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievants and the Union.
3. In the event an aggrieved person does not desire to take action under this grievance procedure, the Union may process the grievance.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Notwithstanding anything contrary, no dispute or controversy shall be subject to arbitration unless it involves a grievance as defined in said Article under Definitions, Paragraph (a) of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

ARTICLE 5
STRIKES

SECTION 1. The term "strike" wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown or any other work stoppage or concerted refusal to perform normal work duties on the part of any Employee covered by this Agreement.

SECTION 2. The Union agrees that there shall be no strike during the term of this Agreement.

SECTION 3. It is understood and agreed that in the event of any strike on the part of any Employee or Employees during the term of this Agreement, the Union shall, upon the occurrence

of such strike and upon the request of the School Committee, notify in writing the Employees involved that such action by said Employees was unauthorized and in violation of the provisions of the Agreement and shall direct said Employee to return to work promptly, and the Union shall take further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Union to the Employees involved in any such strike shall be given simultaneously by the Union to the School Committee.

In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any Employee or Employees who have participated in such strike, subject to the Employee's rights to review under the contract and applicable laws.

ARTICLE 6 VACANCIES AND TRANSFERS

- A. Whenever the School Committee or its designee desires to fill a position covered by this Agreement as a result of death, retirement, promotion, resignation, newly-created positions or titles, transfer or any other reason, the position shall be made available to employees by means of a notice that the School Committee desires to fill a position which shall be emailed at least ten (10) days prior to the position being filled. A copy of each notice so posted shall be sent to the Union President via their Cambridge Public Schools' email address. If such vacancy should occur during the period of July 1 – September 30, the position may be posted for a minimum of five (5) days and the notice of the vacancy will be emailed to all members of the Union at their Cambridge Public Schools' email address.
- B. All job applicants shall be notified of decisions reached within two (2) weeks of the date of appointment to positions.
- C. From time to time, it may become necessary for the Superintendent or designee to initiate a transfer. In such cases, a written notice stating the reasons, therefore, shall be given to the Clerk prior to the time of the transfer. A Clerk involuntarily transferred, may appeal to the Superintendent whose decision with respect to any such transfer shall be final. It is the desire of the Union to have seniority seriously considered.
- D. It is recognized by the parties to this Agreement that in effecting a transfer, delays may be necessary where a trained replacement is not available for the transferee, however, these delays shall not exceed thirty (30) days.
- E. It is agreed by the parties that the Committee retains the right to appoint emergency, temporary, intermittent, or any other non-permanent Employees in accordance with Chapter 31 (as amended) of the General Laws of the Commonwealth of Massachusetts. Past practice shall govern the use of temporary contracted services for peak loads and unforeseen emergencies.

- F. Whenever a position is filled by a provisional or temporary Employee for a period of thirty (30) days the School Committee shall post the position per Section A above.
- G. The School Committee retains the right to make reassignments within administrative units. (See Appendix B.) In no event shall a reassignment cause an Employee to move to another building. Such cases shall be treated as involuntary transfers.

ARTICLE 7 HOURS OF WORK

- 1. An Employee may choose their regular schedule of work hours, subject to the approval of their appropriate supervisor. The Supervisor's decision shall be final. The regular hours of work each day shall be consecutive except for interruptions for lunch period. The regular hours of the workweek are Monday through Friday inclusive. Clerical Employees may be employed on a twelve (12) month, eleven (11) month or ten (10) month basis.
- 2. Full time office personnel is defined as working forty (40) hours per week. The existing regular schedule for full-time office personnel shall be the following inclusive of a one (1) hour meal period with pay:

7:00 a.m. to 3:00 p.m.
7:30 a.m. to 3:30 p.m.
8:00 a.m. to 4:00 p.m.
8:30 a.m. to 4:30 p.m.
9:00 a.m. to 5:00 p.m.

The principal, dean of a school or department head may adjust the start and end times of the above existing regular schedule for full-time office personnel by up to one (1) full hour in order to meet the needs of their school except that no start time shall be after 9:00 a.m.

In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of their school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

- 3. Work days (hours) in existence as of June 30, 1988 shall not be changed except by mutual agreement of the Employee and the Superintendent or designee. Notwithstanding the preceding sentence, principals, deans or department heads may determine the workday (hours) for all school clerks in accordance with the provisions of Section 2, above.
- 4. The existing regular schedule for part-time office personnel who work six (6) hours per day shall be the following inclusive of a half (½) hour meal period with pay. (When a

part-time Employee is working a full day (8 hours), they shall be entitled to receive a one (1) hour meal period with pay.)

8:00 a.m. to 2:00 p.m.

8:30 a.m. to 2:30 p.m.

9:00 a.m. to 3:00 p.m.

The principal, dean or department head may adjust the start and end times of the above existing regular schedule for part-time office personnel by up to one (1) full hour in order to meet the needs of their school or department.

In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of their school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

5. If a part-time Employee is required to work full-time temporarily for a period of thirty (30) days or more, they shall receive the salary and all of the benefits of an equivalent full-time position for the period of the full-time work.
6. The ten (10) month schedule is defined as the school academic year for students, three (3) professional days during the school year, plus twelve (12) days (for a total of 195 (one hundred ninety-five) days.). The work year commences for ten (10) month clerks two days before the first day of school. The additional ten (10) days shall be worked at the discretion of the principal or appropriate school administrator. Such additional days may only be used to extend the work year immediately following the close of school in June and/or the opening of school in September. Such Employees must be notified by May 15.
7. The eleven (11) month work schedule is defined as the school academic year for students, three (3) professional days during the school year, plus a full additional thirty (30) days (a total of 213 (two hundred thirteen) days). The work year for eleven (11) month clerks commences ten (10) business days before the first day of school. The remaining days required to reach 213 (two hundred thirteen) work days are to be worked between the end of one school year and the start of the next and/or during school vacation periods if so requested by the administrator and agreed to by the clerk.

ARTICLE 8 OVERTIME

To be paid at the rate of time and a half (1/2) rate for all time worked beyond eight (8) hours on any weekday. Any time worked on Saturday to be paid at the rate of time and a half (1/2) rate. Any time worked on a Sunday or holiday to be paid at double time rate.

Overtime shall be voluntary, except when in the opinion of the Superintendent or designee an emergency exists in order for work that must be completed or deadlines met. Clearance must be obtained from the Superintendent or designee, and proper arrangements must be made.

Employees shall not be required to take time off for any overtime worked.

ARTICLE 9 REST PERIODS

PART-TIME PERSONNEL

Shall be due one fifteen (15) minute rest period in the morning of each working day. (A part-time Employee who is scheduled to work a full day shall receive the same rest periods as provided for full-time personnel.)

FULL-TIME PERSONNEL

Shall be due a fifteen (15) minute rest period during each half ($\frac{1}{2}$) shift. The rest period shall be scheduled at the middle of each one-half ($\frac{1}{2}$) shift whenever this is feasible.

ARTICLE 10 FACILITIES

1. The School Committee agrees to provide:
 - a. Adequate heating, ventilation, and lighting within the workplace.
 - b. A well lighted, clean, sanitary, operable and well supplied restroom.
2. The Superintendent of Schools or designee shall meet with a designated representative of the Union during the month of October of each year to review job-related equipment needs.
3. If the temperature shall reach or exceed ninety (90) degrees or above in any area of a building which is not air conditioned, the clerical Employees shall be released with pay for the remainder of the work day, provided, however, the staff may be required to relocate to a cooler working area. The thermometer shall be placed in an area agreed upon by both parties. If there is no heat in any area, the Clerical Employee shall be released with pay for the remainder of the work day, however, the staff may be required to relocate to a warmer working area of a building.

ARTICLE 11
HOLIDAYS

1. The following days will be considered to be paid holidays for full-time Employees if they fall on a regular work day, including any of those which fall on a Saturday or Sunday but are celebrated on a Friday or Monday as approved by the School Committee.

Labor Day	Independence Day
Indigenous Peoples Day	Day before New Year's Day
Veteran's Day	New Year's Day
½ Day Before Thanksgiving	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving Day	Patriot's Day
Day Before Christmas	Memorial Day
Christmas Day	Bunker Hill Day, (floating holiday)
½ Day before December Vacation	Juneteenth

and any other day that may be declared a holiday by the Governor of the Commonwealth or the General Court during the term of this Agreement, provided, however, that there shall be no right to a holiday or holiday pay when the School Committee schedules a school day. A compensatory day will be granted under this condition.

Whenever Independence Day falls on a Saturday or Sunday it will be celebrated on a Friday or Monday.

Whenever Christmas Day and/or New Year's Day falls on a Saturday or Sunday it will be celebrated on a Friday or a Monday. A full day before Christmas and a full day before New Year's shall be paid holidays under the terms of this Agreement whenever the schools in the system are not in session. If Christmas falls on a Saturday, Sunday or Monday, all members of Unit C will be granted a compensatory day. If the unit member takes a half of a vacation day, a half of a personal day or a half of compensatory day for the half day of work on the day before winter break, they will not qualify for the compensatory day.

Christmas & New Years Holidays - Clerks				
	Christmas Holiday & Day before Christmas		New Year's Day and Day before New Year's	
<u>When Christmas (12/25) falls on a:</u>	<u>And school is in session on the preceding work day</u>	<u>And school is <u>not</u> in session on the preceding work day</u>	<u>And therefore New Year's Day (1/1) falls on a:</u>	<u>And school is <u>not</u> in session on the preceding work day</u>
Sunday	Monday (12/26) is a holiday, Friday (12/23) is a half work day/half holiday, and clerks receive comp day	Monday (12/26) is a holiday, Friday (12/23) is a holiday	Sunday	Monday (1/2) is a holiday, Friday (12/30) is a holiday
Monday	Monday (12/25) is a holiday, Friday (12/22) is a half work day/half holiday, and clerks receive comp day	Monday (12/25) is a holiday, Friday (12/22) is a holiday	Monday	Monday (1/1) is a holiday, Friday (12/29) is a holiday
Tuesday	School is never in session on Day before Christmas	Tuesday (12/25) is a holiday, Monday (12/24) is a holiday	Tuesday	Tuesday (1/1) is a holiday, Monday (12/31) is a holiday
Wednesday	School is never in session on Day before Christmas	Wednesday (12/25) is a holiday, Tuesday (12/24) is a holiday	Wednesday	Wednesday (1/1) is a holiday, Tuesday (12/31) is a holiday
Thursday	School is never in session on Day before Christmas	Thursday (12/25) is a holiday, Wednesday (12/24) is a holiday	Thursday	Thursday (1/1) is a holiday, Wednesday (12/31) is a holiday
Friday	School is never in session on Day before Christmas	Friday (12/25) is a holiday, Thursday (12/24) is a holiday	Friday	Friday (1/1) is a holiday, Thursday (12/31) is a holiday
Saturday	<u>(If school is in session on Thursday - 12/23),</u> Friday (12/24) is a holiday, Thursday (12/23) is a half work day/holiday, and clerks receive comp day	<u>(If school is <u>not</u> in session on Thursday - 12/23),</u> Friday (12/24) is a holiday, Thursday (12/23) is a holiday	Saturday	Friday (12/31) is a holiday, Thursday (12/30) is a holiday

Good Friday shall be a paid holiday under the terms of this Agreement whenever the schools in the system are not in session.

If Employees are required to work on a holiday, double time will be paid.

2. The provisions of this Article shall apply to ten (10) and eleven (11) month clerks when school is in session, exclusive of Independence Day and Labor Day. These two days shall be paid holidays for ten (10) and eleven (11) month clerks when they have worked the work day before and the workday after such holiday(s).
3. Bunker Hill Day shall be a floating holiday to be granted with supervisory approval.

ARTICLE 12
VACATION

1. A. The vacation entitlement for Employees hired prior to July 1, 2004 shall be as follows:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>	<u>10 Month Employees</u>
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	15 days	14 days	12 days
for eight (8) years service but less than thirteen (13) years service	20 days	18 days	17 days
for thirteen (13) years service but less than twenty-two (22) years service	25 days	23 days	21 days
for twenty-two (22) years and more service	30 days	28 days	25 days

- B. Effective July 1, 2004, the vacation entitlement for Employees hired on or after July 1, 2004 shall be as follows:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>	<u>10 Month Employees</u>
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	15 days	14 days	12 days
for eight (8) years service but less than thirteen (13) years service	20 days	18 days	17 days
for thirteen (13) years and more of service	25 days	23 days	21 days

A day is defined as eight (8) hours, prorated based on full time equivalency. All Employees hired prior to July 1, 2004 shall be grandfathered at the vacation entitlement set forth above in section 1(A) of this Article.

2. Ten (10) and eleven (11) month Employees shall be allowed to use up to three (3) vacation days per year during school time. Vacation time for ten (10) and eleven (11) month Employees shall be paid to Employees beginning with the December, February and April school vacation weeks, and after the last day of school in June depending on the amount of vacation time due to each Employee.

3. General

- a. i. Vacation time due for each Employee shall be calculated based on the length of continuous service each Employee has with the School Department and the City of Cambridge from their appointment date to June 30.
- ii. Vacation due for each Employee hired after July 1, 1989 shall be calculated in length of continuous service each Employee has within the bargaining unit, provided that Employees transferring into the unit from other School or City departments who were entitled to vacation in their previous position will have such prior service credited toward vacation entitlement. (It is agreed that this calculation begins as of July 1, 1993.)
- iii. Vacation time for part-time Employees is pro-rated based on the portion of the part-time Employee's full-time equivalency.
- b. Vacation allowances are not cumulative, and any vacation time due any Employee shall be taken before the end of the subsequent fiscal year.
- c. When a holiday falls within the vacation period, the holiday shall be paid and shall not be charged against vacation time.
- d. Seniority will prevail as to when preferences for vacations are to be taken.
- e. When a permanent part-time clerk becomes a permanent full-time clerk, part-time service shall be counted towards vacation time due.
- f. Vacation time due shall be pro-rated if an Employee is on unpaid leave for one month (22 days) or more.
- g. For vacation preference purposes, seniority shall be based upon the date appointed to the Employee's current position in the Administrative Unit. (See Appendix B.)
- h. M.G.L.c. 41, §111E
Whenever the employment of any person subject to section one hundred eleven or sections one hundred eleven A, one hundred eleven D or one hundred eleven G is

terminated during a year by dismissal through no fault or delinquency on this person's part or by resignation, retirement or death, without having been granted the vacation to which a person is entitled under such Section, such person, or in the case of death, the estate, shall be paid at the regular rate of compensation payable to the person at the termination of employment, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefore.

4. Employees may request to roll over up to five (5) days vacation during any given school year. The parties acknowledge and agree that at no time may the amount of vacation time that an Employee rolls over in any given year exceed five (5) days in excess of their vacation entitlement that is allotted to them based upon their years of service. These five (5) days (if carried over) must be used by June 30th of the same year.

ARTICLE 13 PERSONAL ILLNESS

Section 1.

Full-time twelve month unit members shall be granted 15 sick leave days per year; part-time twelve month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Full-time eleven month unit members shall be granted 14 sick leave days per year; part-time eleven month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Full-time ten month unit members shall be granted 13 sick leave days per year; part-time ten month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Said sick leave shall be credited to the Employee on their initial date of appointment, and shall be credited every year thereafter on July 1st. In the event of the termination of employment during the middle of the work year, sick leave time shall be pro-rated and the Employee must pay back any unearned days. Sick leave is cumulative and unlimited.

Any member of the unit who retires or the estate of any member who dies during the term of this contract shall be compensated for each day of unused sick leave according to the following schedule:

	<u>Rate Per Day</u>
1 - 50 days	\$20.00
51 - 99 days	\$30.00
100 Plus days	50% of per diem rate in the year of retirement or death

For all members of Unit C the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of Unit C hired on or after July 1, 2012, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

The Committee agrees to implement the use of a 403B plan in accordance with IRS regulations so that all members of the Unit would make a one-time transfer of sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with IRS regulations.

Section 2. SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide additional sick leave to those staff who are ill and whose personal sick leave, personal leave and vacation days (if any) have been exhausted. Sick Leave Bank days may be allocated for personal illness only.
 - a. There shall be a one-time allocation of two (2) days by the School Committee for each bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Additionally, each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D shall make a one-time contribution of one (1) sick day to the Sick Leave Bank which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Such contribution shall be deducted from each member's accrued sick days.
 - b. The School Committee will deposit two (2) days into the Sick Leave Bank for each newly hired bargaining unit member of Cambridge Education Association Units A&B, C, E and for each newly hired building substitutes who are bargaining unit members of Cambridge Education Association Unit D. Additionally, each newly hired bargaining unit member of Cambridge Education Association Units A&B, C, E and each newly hired building substitutes who are bargaining unit members of Cambridge Education Association Unit D will contribute one (1) sick leave day. Such contribution shall be deducted from each member's initial allocation of sick days.
 - c. Any sick leave days that remain unused in the Sick Leave Bank as of June 30th will roll over into the next year.
 - d. In the event that the Sick Leave Bank drops below one hundred (100) days, then it is acknowledged and agreed by the Committee and the Association that each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and building substitutes who are bargaining unit members of Cambridge Education Association Unit D will each contribute one (1) sick leave

day to the Sick Leave Bank. Such contribution shall be deducted from each member's accrued sick days on the date when those days are next allocated. In the interim, if the Sick Leave Bank drops below zero (0) days, then the Committee will loan the Sick Leave Bank any days needed and the Sick Leave Bank will return all of those days as soon as those days are next deposited into the Sick Leave Bank.

- e. The Sick Leave Bank Committee will be composed of:
 - i. Three members of the Cambridge Education Association Units A, B, C and E and/or building substitutes who are members of Unit D
 - ii. Three members from the Central Administration of the Cambridge School Department ("School Department" or "Cambridge Public Schools") designated by the Cambridge Superintendent of Schools ("Superintendent").
- f. The Sick Leave Bank Committee will decide, on a majority vote, on an allocation of days from the Sick Leave Bank, using guidelines set forth below:
 - i. All bargaining unit members of Units A&B, C and E and building substitutes who are bargaining unit members of Unit D are eligible to apply for days from the Sick Leave Bank.
 - ii. Applicants must have exhausted personal sick leave days, personal days and vacation days (if any) before the effective date of any grant of sick days from the Sick Leave Bank.
 - iii. An official application form must be completed.
 - iv. Applicants must be on an approved medical leave for personal illness. The Superintendent has the right to require an examination by the City of Cambridge's ("City") chief medical officer or representative whose opinion as to the nature or extent of the illness or injury will prevail.
- g. Applicants can be denied by the Sick Leave Committee if, in its opinion, any of the following apply:
 - i. Previous abuse of personal sick leave; and
 - ii. Applicant received Sick Leave Bank days in each of the prior two (2) fiscal years.
- h. A maximum of forty-five (45) days per applicant may be allotted to any one person in any one fiscal year for their own individual illness after their own personal sick leave days, personal days and vacation days (if any) have been exhausted.

- i. In the unusual circumstance that a member is experiencing a personal catastrophic illness (e.g., a severe illness requiring a prolonged hospitalization or recovery, or sudden illness or accident that incapacitates the employee for an extended period of time), which is supported by a letter from an attending physician, and they have exhausted their initial allotment of forty-five (45) days from the Sick Leave Bank, the member may apply to the Sick Leave Bank Committee for one (1) final additional extension of twenty (20) days from the Sick Leave Bank.
- j. The Committee and the Association acknowledge and agree that there will be no petitions, requests or other actions for the creation of independent or voluntary Sick Leave Bank contributions for any union member and that the maximum number of sick days that may be awarded to any member of the CEA Units A&B, C, E and building substitutes who are members of Unit D is capped by the terms and provisions of this Sick Leave Bank Agreement.
- k. Decisions of the Sick Leave Bank Committee are final with respect to eligibility and entitlement and are not subject to appeal.
- l. When a member has borrowed from the Sick Leave Bank, they will be required to return to the Sick Leave Bank thirty-three percent (33%) of their annual accrual, rounded to the nearest hour, each fiscal year until the sick days borrowed are repaid in full. Such returns shall be deducted from the member's annual allocation of sick days starting in the fiscal year after their return from medical leave.

Section 3. ATTENDANCE INCENTIVE PLAN

Each Employee who utilizes one (1) chargeable sick days during a six (6) month period of this Agreement (i.e. July 1 - December 31 and January 1 - June 30 of each contract year), shall receive a payment in accordance with the schedule (below) following the end of the six (6) month period;

<u>Period</u>	<u>Full Time Employees</u>	<u>Part-time Employees</u>
July 1 - Dec. 31	\$300	\$250
January 1 - June 30	\$300	\$250

Unpaid days off are considered sick days for purposes of this provision. For purposes of this provision only, part-time Employees regularly working a twelve (12) month year shall be entitled to the full-time payment if they utilize two or fewer chargeable sick days during each six (6) month period covered by this provision.

The attendance incentive will only be paid to a member of the bargaining unit who is an active Employee within the Cambridge Public Schools and not to a member of the bargaining unit who is on a leave of absence from their employment.

Section 4. STORM DAYS

On days when school is canceled due to weather conditions, all Employees will be excused with pay. Central Office Employees who may be required to work on any such day shall receive compensatory time.

Section 5. PROFESSIONAL DAYS

In the event that any professional business concerning the Union is necessary, time off to conduct said business shall be excused for any designated representatives of the Union with no loss of salary and shall not be charged against the person's sick leave to an aggregate total of no more than six (6) days per year upon one (1) week's notice.

Section 6. SECTION 125 FLEXIBLE SPENDING PLAN

The Committee shall offer members of the bargaining unit the opportunity to participate in a "Section 125 Flexible Spending Plan" with a cap of \$5,000 for dependent care and a cap of \$5,000 for medical care, such plan to be in accordance with applicable Internal Revenue Service regulations.

Section 7. Effective as of July 1, 2021, union members shall be required to use any compensatory time that is earned on or after July 1, 2021 within twelve (12) months of the date that the compensatory day is earned or it is lost.

ARTICLE 14 TEMPORARY LEAVES OF ABSENCE

Employees will annually be entitled to the following temporary leaves of absence without loss of pay or benefits.

- A. Three (3) days leave of absence for personal reasons which require absence during school hours.
- B. Five (5) consecutive work days leave of absence on account of death of father, mother, brother, sister, spouse, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative is a member of the Employee's household or not, or other relative residing in the Employee's home or any other person with whom the Employee makes their home. One (1) day leave of absence on account of the death of first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, spouse's brother-in-law, sister-in-law. Employees will notify the Superintendent in writing at least twenty-four (24) hours before taking any leave of absence under this section (except in cases of emergency).
- C. No personal days may be taken by the Employee on the day before or the day after a holiday or school vacation period. The Employee will notify the principal or supervising

administrator in writing on a form provided by the employer, at least two (2) days before taking personal leave, except in the event of emergency. The Employee shall also notify their immediate supervisor at least two (2) days prior to such leave.

D. Jury Duty

Section 1. In the event that any Employee covered by this Agreement is called to perform jury services, the School Department will pay for working time lost. Payment will be the difference between jury pay and applicable number of hours in the Employee's standard work day times the Employee's base hourly rate, for each day of jury duty.

Section 2. As a condition to receive such payments, the Employee involved must report to the School Department for such work as he may be assigned if he is discharged from jury service prior to 12:00 noon.

Section 3. In order to receive jury duty pay, Employees shall be required to present weekly to the School Department a certificate by the Court (or its duly authorized representative) verifying the jury pay received for such duty and, if possible, the time spent in such service.

E. Legal Proceedings

Union members will be allowed to use vacation days when the union member is required to attend a legal proceeding due to the issuance of a subpoena or summons.

ARTICLE 15 EXTENDED LEAVE OF ABSENCE

Section 1. A leave of absence without pay of up to one (1) year may be granted at the discretion of the Superintendent or designee for illness in the immediate family for Employees who have served ten (10) years or more. Additional leave may be granted at the discretion of the Superintendent or designee.

Section 2. After five (5) years continuous employment in the Cambridge School System, an Employee may be granted a leave of absence, without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 3. The Superintendent or designee may grant additional leaves of absence.

Section 4. All benefits to which an Employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave will be restored to the Employee upon their return, and they will be assigned the same position if it is vacant or occupied by a provisional Employee, which they held at the time said leave commenced if still in existence or, if it is not, to a substantially equivalent position if one is available.

Section 5. The School Department will comply with applicable state and federal laws and regulations with respect to leaves of absence. Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise their rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), the Massachusetts Parental Leave Act or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”).

The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination (“MCAD”) guidelines with reference to parental leave. All members of Unit C who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more will be eligible for up to eight (8) weeks of paid parental leave (“PPL”) in connection with the birth of a child or the adoption or foster placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is disabled (“Qualifying Event”). The PPL needs to be taken close in time to the birth, adoption or foster placement of the child, and eight (8) weeks of PPL may be taken all at once, or may be spread out over the year but PPL must be used within twelve (12) calendar months following the Qualifying Event. If PPL is used incrementally, it must be used in increments of one (1) work day. No more than eight (8) weeks of PPL will be granted in any twelve (12) month period, regardless of the number of children born, adopted or placed. The PPL runs concurrently with FMLA leave. All members of Unit C may use their accrued time for parental leave in addition to the eight (8) weeks of PPL but sick leave bank time cannot be allocated for parental leave. Unit C members will return to work for a minimum period equal to twice the length of their leave and remain in service unless there are extenuating circumstances, supported by documentation that is acceptable to the school department, which is provided to the Superintendent and Chief Talent Officer.

Section 6. Leave of Absence for the CEA President. The CEA President shall be granted a paid leave of absence. A union member serving as the CEA President shall not be eligible for the attendance incentive or other stipends set forth in this collective bargaining agreement during the period of time that the union member is serving as the CEA President. Notwithstanding anything in this contract to the contrary, the president of the CEA shall have the right to return to their building/grade/department, provided they exist when said leave is completed.

ARTICLE 16 SALARIES AND SALARY SCHEDULE

- A. The following percentage increases shall be applied to the hourly salary schedules, and not to other economic items, effective on the dates indicated.

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2024	3% base wage increase
July 1, 2025	3.5% base wage increase

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than

that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

- B. For Employees hired into or transferred into the bargaining unit prior to July 1, 1991, upon completion of one (1) year as a Senior Clerk, F/T or P/T on Step 5, the Employee shall advance to Senior Clerk II, F/T or P/T schedule commencing with Step 1. No Employees hired or transferred into the unit after June 30, 1991 shall be classified as Senior Clerk II based upon years of service in a Senior Clerk I classification.
- C. Any Employee who, with the approval of the Superintendent or designee, works outside of their job classification due to the absence of an incumbent, shall be compensated at their regular rate or at the rate of the position being filled, whichever is greater, beginning with the first full day.
- D. Effective June 30, 2018 all unit members will be required to have direct deposit and will receive direct deposit paycheck notifications only via their school district email account. Any unit member hired prior to June 30, 2018 who do not have direct deposit as of June 30, 2018 will be exempt from this requirement.
- E. MULTILINGUAL FLUENCY STIPEND. Clerks who have passed a school department designated assessment and have been determined to be fluent/proficient in one (1) of the six (6) most commonly used languages in the Cambridge Public Schools other than English shall be paid a stipend of \$2,500.00 (two thousand five hundred dollars).
- F. STUDENT SUPERVISION STIPEND. Payment will be made in December and in June/July of a flat stipend of \$350.00 (three hundred and fifty dollars) provided that the CRLS school-based clerk and their supervising administrator both certify the occurrence that there was no substitute coverage for a class and the class of students were assigned to report to an office for supervision by the CRLS clerk. Such certifications need to be made by the end of December and by the end of June. A current record of the same must be maintained at all times in the office of the principal.
- G. NATIONAL AND STATE CERTIFICATION STIPEND. Unit members who hold and maintain a current national or state certification relevant to their current job position shall be awarded a stipend in the amount of \$2,000 (two thousand dollars). Proper documentation of such certification must be submitted to the Chief Talent Officer or designee for approval and is not subject to the grievance process and is not arbitrable. Determination of continued eligibility for said stipend will be made on an annual basis.

Effective July 1, 2024: 3.0% salary increase.										
All rates are hourly and in \$s.										
Clerk	Step	Base Rate	Step	<u>ASSOCIATE'S</u> <u>DEGREE</u>	Step	<u>ASSOCIATE'S</u> <u>DEGREE +30</u>	Step	<u>BACHELOR'S</u> <u>DEGREE</u>	Step	<u>MASTER'S</u> <u>DEGREE</u>
(Entry Level)										
	1	25.83	1	26.17	1	26.33	1	26.49	1	26.81
	2	27.70	2	28.02	2	28.18	2	28.34	2	28.66
	3	29.04	3	29.36	3	29.52	3	29.69	3	30.01
	4	29.69	4	30.01	4	30.17	4	30.33	4	30.65
	5	30.45	5	30.77	5	30.93	5	31.09	5	31.41
	6	31.22	6	31.54	6	31.70	6	31.86	6	32.18
	7	32.30	7	32.62	7	32.78	7	32.94	7	33.26
Senior Clerk										
	1	28.33	1	28.64	1	28.80	1	28.96	1	29.28
	2	28.96	2	29.28	2	29.43	2	29.59	2	29.91
	3	29.69	3	30.01	3	30.17	3	30.33	3	30.65
	4	30.45	4	30.77	4	30.93	4	31.09	4	31.41
	5	31.23	5	31.54	5	31.70	5	31.86	5	32.18
	6	32.76	6	33.08	6	33.24	6	33.41	6	33.73
	7	33.56	7	33.88	7	34.04	7	34.21	7	34.53
	8	34.36	8	34.69	8	34.85	8	35.01	8	35.33
Supervisor I & Senior Clerk II										
	1	32.76	1	33.08	1	33.24	1	33.41	1	33.73
	2	33.56	2	33.88	2	34.04	2	34.20	2	34.52
	3	34.36	3	34.69	3	34.85	3	35.01	3	35.33
	4	35.20	4	35.53	4	35.69	4	35.85	4	36.17
	5	36.35	5	36.68	5	36.84	5	37.00	5	37.32
Clerk Specialist										
	1	34.87	1	35.19	1	35.35	1	35.51	1	35.83
	2	35.71	2	36.03	2	36.19	2	36.35	2	36.67
	3	36.58	3	36.90	3	37.06	3	37.22	3	37.54
	4	37.47	4	37.79	4	37.96	4	38.12	4	38.44
	5	38.70	5	39.02	5	39.18	5	39.34	5	39.66
Supervisor II										
	1	36.98	1	37.30	1	37.46	1	37.62	1	37.94
	2	37.85	2	38.17	2	38.33	2	38.49	2	38.81
	3	38.79	3	39.12	3	39.29	3	39.45	3	39.77
	4	39.74	4	40.06	4	40.22	4	40.38	4	40.70
	5	41.05	5	41.37	5	41.53	5	41.70	5	42.02

Effective July 1, 2025: 3.5% salary increase and \$0.27/hour increase rolled into base for non-weather related emergencies.

All rates are hourly and in \$s.

Clerk	Step	Base Rate	Step	ASSOCIATE'S DEGREE	Step	ASSOCIATE'S DEGREE +30	Step	BACHELOR'S DEGREE	Step	MASTER'S DEGREE
(Entry Level)										
	1	27.01	1	27.36	1	27.52	1	27.69	1	28.02
	2	28.94	2	29.27	2	29.44	2	29.60	2	29.93
	3	30.32	3	30.65	3	30.83	3	31.00	3	31.33
	4	31.00	4	31.33	4	31.50	4	31.67	4	32.00
	5	31.79	5	32.12	5	32.28	5	32.45	5	32.78
	6	32.58	6	32.92	6	33.08	6	33.25	6	33.58
	7	33.70	7	34.03	7	34.20	7	34.37	7	34.70
Senior Clerk										
	1	29.59	1	29.91	1	30.08	1	30.25	1	30.58
	2	30.25	2	30.57	2	30.73	2	30.90	2	31.23
	3	31.00	3	31.33	3	31.50	3	31.66	3	32.00
	4	31.78	4	32.12	4	32.28	4	32.45	4	32.78
	5	32.59	5	32.91	5	33.08	5	33.25	5	33.58
	6	34.17	6	34.51	6	34.68	6	34.85	6	35.18
	7	35.00	7	35.34	7	35.51	7	35.67	7	36.01
	8	35.83	8	36.18	8	36.34	8	36.50	8	36.83
Supervisor I & Senior Clerk II										
	1	34.18	1	34.51	1	34.68	1	34.84	1	35.18
	2	35.00	2	35.34	2	35.50	2	35.67	2	36.00
	3	35.83	3	36.18	3	36.34	3	36.51	3	36.84
	4	36.71	4	37.04	4	37.21	4	37.37	4	37.70
	5	37.89	5	38.24	5	38.40	5	38.57	5	38.90
Clerk Specialist										
	1	36.36	1	36.69	1	36.86	1	37.03	1	37.36
	2	37.23	2	37.56	2	37.73	2	37.89	2	38.22
	3	38.13	3	38.46	3	38.63	3	38.80	3	39.13
	4	39.05	4	39.38	4	39.55	4	39.73	4	40.06
	5	40.33	5	40.66	5	40.82	5	40.99	5	41.32
Supervisor II										
	1	38.54	1	38.88	1	39.04	1	39.21	1	39.54
	2	39.45	2	39.78	2	39.95	2	40.11	2	40.44
	3	40.42	3	40.76	3	40.93	3	41.10	3	41.43
	4	41.40	4	41.74	4	41.90	4	42.07	4	42.40
	5	42.76	5	43.09	5	43.26	5	43.43	5	43.76

ARTICLE 17
HEALTH AND WELFARE TRUST FUND

If and when the trustees of the existing dental plan request the City for additional money to fund the Health & Welfare Fund, the School Committee agrees to contribute up to \$13.00 (thirteen dollars) per week per member to the City Health & Welfare Trust Fund. Should the trustees of said fund inform the City and the Union that the fund requires additional payments, the cost of these payments above \$13.00 (thirteen dollars) per week per member shall be shared on a fifty percent (50%) basis between the City and the Employee.

It is agreed that should any changes occur in the statutes mandating health and welfare plans, this agreement will be immediately reopened for negotiations on the subject.

Members shall be notified of an increase in their share of the payment at least fourteen days prior to the effective date of the increase.

ARTICLE 18
MEDICAL INSURANCE

1. The following medical insurance plans are offered;

- a. HMO Insurance Offerings: Employees may participate in Healthflex Blue (a BC/BS HMO plan product), Harvard Community Health Plan, or other plans available to City Employees. Effective July 1, 2015, the City will pay eighty-five (85%) percent of the premium for all HMO plans offered by the City and the Employee will pay the remainder.

Effective July 1, 2012, the health insurance contribution rate for all Employees hired after July 1, 2012 shall increase to 25%, in exchange for \$200.00 (being added to the base salary on July 1, 2012*, a bonus of \$200.00 (two hundred dollars) on July 1, 2013, and \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014.*

*These amounts will be pro-rated based on the proportion of a part-time Employee's full-time equivalency.

- b. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine percent (99%) of the premium of that plan.

2. Effective July 1, 2017, eligible Employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (One hundred fifty dollars) per month, for as long as the individual remains eligible for such

payments in accordance with the rules and procedures established by the City of Cambridge. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own (e.g. spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting conditions limitations. Employees can elect coverage at open enrollment with limitation as to other coverage.

3. Employee health insurance premium contributions will be made on a pre-tax basis, in accordance with applicable law.
4. If the minimum amount of the Employee contribution for health insurance changes as a result of enactment of new laws by the legislature of the Commonwealth of Massachusetts, then the parties will agree to reopen the collective bargaining agreement for the period of July 1, 2009 through June 30, 2012 solely for the purpose of discussing the impact of the new law on the Employee contribution to health insurance.

ARTICLE 19 WORKERS' COMPENSATION

Section 1. Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Workers' Compensation Act.

Section 2. In the event of an industrial accident, the Employee shall immediately fill out an accident report, notify the payroll department, notify their immediate supervisor, and in the event they will be disabled and collecting compensation as a result of said accident, get in touch with the Law Department at City Hall (349-4121) as soon as possible.

Section 3. An Employee receiving sick leave with pay, who simultaneously receives compensation under the Workers' Compensation laws, shall receive for the duration of such compensation, only the portion of their regular salary while sick leave credits are available, which together with said compensation, will equal their regular pay.

Section 4. Notwithstanding the above, should any Employee be absent from work as a result of personal injury sustained by their which injury (1) arises in and out of the course of their employment; (2) is compensable under the Workers' Compensation Act; and (3) is the result of an assault, battery or similar unlawful intentional and deliberate act by another person or persons, they shall receive their full salary during the twenty-four (24) months, less the amount they received or is entitled to be indemnified under the Workers' Compensation Act. Such absence will not be charged against sick leave. Incidents under this section shall be reported in the same manner as in Section 2.

ARTICLE 20
PARENTAL LEAVE

Section 1. A leave of absence without pay will be granted for a period not to exceed one (1) year for the birth of a child, receiving postpartum care, or for the purpose of adoption of a child, provided the Employee notifies their supervisor in writing. Upon the expiration of said leave, the Employee shall be reinstated to their former position and department unless the position has been eliminated. Failure to return to work upon the expiration of said leave will result in termination unless the Employee has received a written extension thereto prior to the expiration date.

Section 2. Except for the first thirty (30) days, the time taken for parental leave shall not accrue towards those benefits requiring certain periods of employment such as wage increments, vacation and sick leave, but the time taken for parental leave shall not affect the Employee's right to receive benefits for which the Employee was eligible at the date of their leave.

Section 3. Sick leave shall be available during periods of disability caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom in accordance with Article 14, Section 1.

ARTICLE 21
SENIORITY

1. For the purposes of this Agreement, seniority shall be based upon the date the employee was appointed to the Cambridge School Department as a clerk under the agreement.
2. All service time must be continuous. If there is a break in service of less than one year, the date the employee was originally appointed to the Cambridge School Department will be maintained.
3. An updated seniority list will be provided to the Union each year by April 1st.
4. In the event that a member of the unit is laid off, the Cambridge School Committee will provide the affected unit member with career counseling services for a period of three (3) months before and after the layoff. Additionally, affected unit members will be able to apply for any posted vacant positions in the Cambridge Public Schools and members who meet the minimum posted requirements for the position will be given the opportunity of an interview for any such vacancies.

ARTICLE 22
GENERAL PROVISIONS

1. The Committee and the Union agree that each has had a right to bargain for any provisions that it wished in the preparation of this contract. Each expressly waives the

right to reopen this contract for any changes unless mutually agreed upon by the Committee and the Union.

2. The Committee and the Union agree that if any provisions of this contract are found to be contrary to law and therefore invalid, the remaining provisions of the contract shall not be invalidated and shall remain in full force and effect. Any benefit, privilege, or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.
3. The parties to this Agreement agree that they shall not discriminate against any person because of race, national origin, color, sex, sexual orientation, gender identity, pregnancy, pregnancy-related condition, religion, disability, genetic information or age.
4. The Union and the School Committee shall share expenses for printing of the contract and a copy shall be given to each member.
5. Discrimination and Coercion: There shall be no discrimination by Administrators or other agents of the Employer against any Employee because of their activity or membership in the Union.
6. Agendas of School Committee meetings are to be given to the President of the Union twenty-four (24) hours prior to meetings when feasible.
7. Newly created clerical positions will be made known to all members of the Union. The School Department will send to all members of the unit email alerts of Unit C job postings to the unit members' Cambridge Public Schools email address during the summer months when school is not in session.
8. The Employee's salary shall be available by 2:00 p.m. on Monday. If a holiday falls on a Monday, salary shall be paid the previous business day by 2:00 p.m.
9. Seniority shall be a factor to be considered with skill, experience, general competency and other qualifications. Where qualifications are substantially equal, seniority shall govern.
10. Effective July 1, 2022, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of two hundred sixty-five dollars (\$265.00) per month, beginning in fiscal year 2023.

Effective three (3) months after ratification of contract, the school department shall reimburse each member of the bargaining unit who purchases one, up to 75% of the cost of a "T" pass, up to a maximum of \$300 per month.

Effective three (3) months after ratification of contract, in order to access this benefit, members will need to use the payroll deduction process.

11. Effective three (3) months after ratification, the City shall offer a bike sharing membership to unit members on the same terms as non-union Employees.
12. All bargaining unit members will receive an annual payment of \$300.00 (three hundred dollars) in recognition of the fact that they may be asked to report to work onsite as an Employee during a non-weather related public health or safety issue on days that other Employees may be asked not to report onsite. Thereafter it will be paid out annually in the first payroll period of October.

Effective July 1, 2025, the annual payment that is made in recognition of the fact that the bargaining unit members may be asked to report to work onsite as an Employee during a non-weather related public health or safety issue on days that other Employees may be asked not to report onsite will increase to five hundred dollars (\$500.00) and will be rolled into the base.

ARTICLE 23 STAFF DEVELOPMENT

1. EVALUATION. Each member shall be reviewed annually. The written evaluation will be reviewed by the person evaluated, and the Employee shall sign the record indicating only that they have seen it. The Employee may add such documentation including objections to all or any part of the evaluation. Senior staff who are unit members may be required to evaluate assigned staff who are members of the same unit.
2. JOINT WORKING GROUP ON PROFESSIONAL DEVELOPMENT. There shall be a Joint Working Group on Professional Development consisting of three (3) members of Unit C designated by the CEA and three (3) administrators designated by the Superintendent to provide input and review feedback regarding professional development courses to be offered by the school department in district to Unit C members. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Chief Talent Officer or a designee. This Joint Working Group shall be advisory to the Superintendent of Schools. The Joint Working Group shall meet once in the spring and once in the winter of each school year.
3. STAFF TRAINING. The School Department will make available relevant staff training opportunities. The School Department will maintain an online listing of all staff training opportunities available for Unit C members.
 - A. To receive credit for course stipends, any course must be pre-approved by the Principal or supervisor.
 - B. Courses may be given during work time; in which case, no course credit will be granted.

- C. If and to the extent course work is offered after working hours, courses will be offered containing up to ten (10) hours (or less) per course. Courses shall be accumulated over time until ten (10) hours are reached.
- D. To the extent that specific courses are offered outside the School System which management designates as necessary or required for an individual, management will pay the cost of the course and the salary of the individual.
- E. Where an individual chooses to take a course or courses outside the System, management may recommend to the School Committee (1) an unpaid leave of absence, and (2) course credit to the extent that courses apply directly to job-related tasks.
- F. For purposes of this Article, one (1) unit shall consist of ten (10) course hours given within or outside of the organization (e.g., outside equals college, junior college, community college or evening school or on-line courses.)
- G. Payments of the amounts earned under this Article shall be made annually in two (2) payments in December and July, based on the following schedule:

	<u>ANNUAL AMOUNT</u>	<u>UNITS EARNED</u>
	\$125	1
	\$250	2
	\$375	3
	\$500	4
	\$625	5
	\$750	6
	\$875	7
	\$1000	8
Effective July 1, 2013	\$1125	9
	\$1250	10
	\$1375	11
	\$1500	12
Effective July 1, 2015	\$1625	13
	\$1750	14

Effective July 1, 2025 for units that are earned that relate to current job responsibilities the annual amounts for staff training credits shall be as follows:

<u>ANNUAL AMOUNT</u>	<u>UNITS EARNED</u>
\$175	1
\$350	2
\$525	3
\$700	4
\$875	5
\$1050	6

\$1225	7
\$1400	8
\$1575	9
\$1750	10
\$1925	11
\$2100	12
\$2275	13
\$2450	14

In case of item #D, the School Department, full costs and salary will be paid out. No increases (except regular promotional increases) will be paid.

Those Employees who receive credit for eight (8) or more units may be tested every three (3) years to insure that these skills have been retained. They must take one eight (8) hour refresher course provided by the employer every three (3) years if requested to do so to retain this increment.

In the event that the skill has not been retained, the Employee will be allotted a reasonable period of additional time to regain lost skills. If still unable to perform satisfactorily, an additional course relating to the skill will be offered.

Credit shall be given immediately upon successful performance of any workshops offered. Employees who meet standards provided by the director of the workshop shall receive instant credit, and will not be obligated to attend the workshop. An additional credit may be given at the discretion of the Superintendent for higher level of performance in any course.

The School Committee and the Union mutually recognize the importance of performance evaluation.

The School Committee and the Union mutually recognize the value of training and skill development.

The School Committee and the Union have agreed upon a plan for promotional opportunities. (See Appendix A.)

4. TUITION REIMBURSEMENT. Unit members will be eligible for tuition reimbursement for job related educational courses taken at an accredited college or university. The maximum amount of the reimbursement will be \$750.00 (seven hundred fifty dollars) per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and Superintendent's designee shall be required and a final course grade of at least "B-" shall be required unless a course is only offered "Pass/Fail" in which case a "passing" grade shall be required. The total tuition reimbursement amount shall not exceed \$7,500.00 (seven thousand five hundred dollars) per year.

5. PROFESSIONAL DEVELOPMENT DAY. Effective July 1, 2025, between the end of the school year and July 10, there will be a professional development day for all Unit C clerks in the same location. The content may be differentiated by role.

The Joint Working Group on Professional Development will be consulted on topics for professional development.

6. MENTOR/TRAINER PROGRAM. There will be a pilot mentor/trainer program effective during the period of July 1, 2024 through June 30, 2026. In connection with this mentor/trainer program, all newly hired bargaining unit members will be assigned a mentor/trainer during the bargaining unit members first year in the Cambridge Public Schools. A job-alike mentor will be assigned if one is available in the mentor pool. Newly hired bargaining unit members may request, but are not guaranteed, being matched with a qualified mentor/trainer of similar identity and background.

Experienced bargaining unit members can apply to enter a pool of potential mentor/trainer to be approved by the Chief Talent Officer or designee. Bargaining unit members who are selected to serve as a mentor/trainer will be expected to participate in a training program of no more than four (4) hours. Mentors/trainers will be paid a stipend of \$750.00 (seven hundred fifty dollars). Bargaining unit members who are selected to serve as a mentor/trainer may be expected to provide up to twenty (20) hours of mentoring/training as jointly determined by the supervisors of both the mentor/trainer and assigned mentee/trainee. Such mentoring/training will occur during their regular work hours as jointly approved by the supervisors of both the mentor/trainer and assigned mentee/trainee. This pilot program will sunset and expire on its own terms on June 30, 2026 unless both parties mutually agree to extend the terms and provisions of this pilot program.

ARTICLE 24 SUBSTANCE AND ALCOHOL TESTING

- a. Controlled Substance Testing. Upon reasonable cause, the Cambridge School Committee will require an Employee to be tested for the use of controlled substances.

Reasonable cause is defined as an Employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The Employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) addresses an Employee, a building union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the Employee may select another CEA member to accompany them.

Documentation of the Employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are

released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the Employee may opt to also give a blood sample. If the Employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the Employee will be given a warning letter and offered an opportunity for rehabilitation as set forth below. However, if there is a second occasion where reasonable cause testing results in a positive urine test, then the Employee will be subject to discharge.

If an Employee is offered an opportunity for rehabilitation, the Employee must meet with the Medical Review Officer or designee to review the test results. If the Medical Review Officer determines a specimen is positive, the Employee will have five (5) calendar days to evaluate their situation with an approved Employee Assistance Program counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post-rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action and the Employee's request for rehabilitation will be suspended until resolution of the grievance.

- b. Alcohol Testing. Upon reasonable cause, the Cambridge School Committee will require an Employee to be tested for the use of alcohol. Reasonable cause is defined as an Employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The Employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor addresses an Employee, a building union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the Employee may select another CEA member to accompany them.

Documentation of the Employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Union in a timely manner.

An Employee who tested for reasonable cause and whose alcohol level is 0.020 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An Employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance

Abuse Professional (SAP) and suspended for ten (10) days. If the Employee has committed another disciplinary offense, the results of the test may be used in support of the Employer's disciplinary action.

A second positive test of 0.020 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the Employee was drinking on the job if the observation, time of testing and alcohol level combine to show the Employee's level was too high to have consumed alcohol prior to the Employee's report time.

An Employee taken out of service for a positive test result must have a negative test prior to returning to work.

If after a positive test result, an Employee is removed from service, the Employee will have five (5) calendar days to evaluate their situation with an approved SAP and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the SAP, working in conjunction with the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action and the Employee's request for rehabilitation will be suspended until resolution of the grievance.

These provisions will apply to all Employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Employees Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

- c. If during the term of this collective bargaining agreement, the Medical Review Officer that is used by the City and CPS begins to utilize saliva or other scientifically valid tests for the presence of marijuana, the School Committee agrees to discuss with the CEA the use of such alternate testing procedures.

ARTICLE 25 EMERGENCY TRAINING

- A. The Superintendent of Schools and the Commissioner of Health may offer annually an Emergency Bystander first aid course. It will be offered after regular school hours and/or release days. The total course and subsequent refresher course shall not exceed fifteen (15) hours on school time.

- B. After November 1, 1984, all new members of the bargaining unit will be required to take the course and maintain the certificate. It will be offered on a volunteer basis to members of the unit employed prior to November 1, 1984, provided however, that all members must complete the course by September, 1987, if it is annually offered.
- C. The stipend for the completion of the course shall be \$365.00 (three hundred sixty-five dollars) payable upon certification. The Commissioner of Health or designee shall issue a certificate or endorsement annually to each clerk upon successful completion of the course or refresher course. The cost of the Emergency Bystander aid course shall be paid by the School Committee.

ARTICLE 26 SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this Agreement. It is agreed that no member of the Union shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent. The School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools, for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Union by specific provisions of this Agreement. Among such responsibilities as are vested exclusively in the Committee are the following: the right to hire, promote, transfer, assign, schedule and retain Employees in positions and to suspend, demote, discharge or take other disciplinary action against Employees for just cause, to relieve Employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

ARTICLE 27 LONGEVITY

- A. Each Employee who was hired or transferred into the bargaining unit prior to July 1, 1991 shall be granted a longevity lump sum payment in the amount set forth below for the number of years completed service:

Five (5) years	\$900.00
Ten (10) years	\$1,075.00

Fifteen (15) years	\$1,300.00
Twenty (20) years	\$1,925.00
Twenty-five (25) years	\$2,150.00

- B. Longevity to which an Employee is entitled shall be paid in one (1) payment on or about November 15th of each year.
- C. For purposes of this Article, one (1) year of part-time service is equal to three-quarters ($\frac{3}{4}$) of a year of full-time service. (Part-time clerks only.)
- D. All full-time clerks with prior part-time service in the School Department (4, 5 and 6 hours per day) shall have the part-time service calculated at 90% (ninety percent) from appointment date. The retroactive calculation will include the 0.9 (nine-tenths) years of credit from the date of initial appointment for each year worked as a 4, 5 or 6 hour Employee.
- E. All Employees newly employed or transferred into the bargaining unit after June 30, 1991 shall not be eligible for longevity payments. All Employees who are members of the unit prior to July 1, 1991 shall continue to be eligible for longevity payments in accordance with the schedule listed in section A.

ARTICLE 28 DURATION

- 1. Effective date: Upon signing by authorized representatives of the Association and the Committee, this Agreement will become effective as of July 1, 2024 for a period of two (2) years. It will expire June 30, 2026.
- 2. Changes: Should either party to this Agreement wish to initiate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the Agreement on or before 60 (sixty) days before the end of the term (the anniversary date as set forth in paragraph 1) of this Agreement. And the other party will have a reasonable period of time in which to make proposals of their own. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude the Union or the School Committee from modifying any previous proposal during the course of negotiations.
- 3. Renewal: Should neither party to this Agreement send a notice within sixty (60) days of Anniversary date as set forth in paragraph 2, this Agreement shall be considered to have been automatically renewed for another calendar year.

APPENDIX A
STAFF DEVELOPMENT - PROMOTIONAL OPPORTUNITIES

RESPONSIBILITY FOR STAFF SUPERVISION AND EVALUATION

A clerk in a position which has responsibility for the regular and continual supervision and evaluation of other regular permanent or provisional clerical Employees, such responsibility to be assigned by the Superintendent or designee and to be reflected in the organizational chart of the School Department, shall be entitled to the following salary adjustment:

1. Responsibility for supervision and evaluation of one (1) or two (2) other clerical Employees: salary shall be (Supervisor I) on a full-time basis.
2. Responsibility for supervision and evaluation of three (3) or more other clerical Employees, salary shall be (Supervisor II) on a full-time basis.

A person holding such a position shall be entitled to such a salary adjustment so long as they are assigned that responsibility. A person holding such a position shall have the organizational title of Supervisor. As these positions become vacant, they shall be made available in the manner provided for in the contract.

SECRETARIES TO SENIOR ADMINISTRATORS:

Clerical personnel who are members of the bargaining unit, when acting on a temporary basis as secretary to any of the following senior administrators: Superintendent of Schools, Deputy Superintendent, Chief Operating Officer, Chief Financial Officer, Chief Talent Officer, Legal Counsel or Executive Secretary to the School Committee, for ten (10) or more consecutive days will be compensated at the entry level (Step 1) rate for the position being filled on a temporary basis, or in the event that such increase is less than the step differential between the Step 1 and Step 2 differential for the position being filled, then the person shall be paid at the Step 2 rate for the position being filled on a temporary basis of ten (10) or more consecutive days.

Compensation at the above rate will start on the tenth consecutive day of the person acting on a temporary basis as secretary to the above identified senior administrators but such compensation will be paid retroactively for the first ten (10) consecutive days of the person acting on a temporary basis as secretary to the above identified administrators. As these positions become vacant, these positions will be made available in the manner provided for in this Agreement.

APPENDIX B
ADMINISTRATIVE UNITS: REASSIGNMENT

<u>ADMINISTRATIVE COMPONENT</u>	<u>ADMINISTRATIVE UNIT</u>
I. Business and Operations	All units
II. Personnel	All units
III. Office of the Superintendent (exempt)	All units
IV. Elementary school	Each separate
V. Directors and Staff Program Supervisors	All units
VI. Secondary School Program	All schools
VII. Office of the School Committee	All units
VIII. Office of Student Services and Bilingual	1. Office of Student Services 2. Bilingual

APPENDIX C
SIDE LETTERS

SIDE LETTER OF AGREEMENT BETWEEN
THE CAMBRIDGE TEACHERS ASSOCIATION
CLERICAL UNIT C
AND
THE CAMBRIDGE SCHOOL COMMITTEE

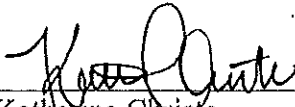
This SIDE LETTER OF AGREEMENT is entered into by and between the Cambridge Teachers Association Clerical Unit C (hereinafter the "Association") and the Cambridge School Committee (hereinafter the "Committee").

There shall be a Joint Working Group on Job Descriptions consisting of three (3) members of Unit C designated by the CEA and three (3) administrators designated by the Superintendent to provide input and review feedback regarding the updating and revision of job descriptions for all Unit C members and the job classifications of these job descriptions. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Chief Talent Officer or a designee. This Joint Working Group shall be advisory to the Superintendent of Schools. The meeting frequency of this Joint Working Group shall be bi-monthly or at any other frequency mutually agreed to by the co-chairs. It is the goal of the Joint Working Group to complete their review of job descriptions prior to December 15, 2025. Any recommended changes in job classification for a position will be subject to the approval of the Superintendent. The work of this Joint Working Group on Job Descriptions shall expire at the end of the term of its collective bargaining agreement. In other words, this side letter shall become null and void as of the last date of the collective bargaining agreement (i.e., even if the parties are still negotiating a successor collective bargaining agreement this provision will be eliminated as of the last date of the successor collective bargaining agreement).

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this 10th day of August, 2024.



Cambridge Education Association



Katherine Christo
Interim Executive Secretary for the
Cambridge School Committee

Voted by the School Committee on 8/6/24

Order Number C24-176

SIDE LETTER OF AGREEMENT BETWEEN
THE CAMBRIDGE TEACHERS ASSOCIATION
CLERICAL UNIT C
AND
THE CAMBRIDGE SCHOOL COMMITTEE

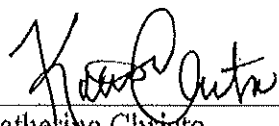
This SIDE LETTER OF AGREEMENT is entered into by and between the Cambridge Teachers Association Clerical Unit C (hereinafter the "Association") and the Cambridge School Committee (hereinafter the "Committee").

There shall be a Joint Working Group on Evaluation Process consisting of three (3) members of Unit C designated by the CEA and three (3) administrators designated by the Superintendent to review existing evaluation processes/forms and make recommendations for modifications and additions. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Chief Talent Officer or designee. The meeting frequency of this Joint Working Group shall be bi-monthly or at any other frequency mutually agreed to by the co-chairs and the work of the Joint Working Group on Evaluation Process will be completed by March 15, 2025. The work of this Joint Working Group on Evaluation Process shall expire at the end of the term of its collective bargaining agreement. In other words, this side letter shall become null and void as of the last date of the collective bargaining agreement (i.e., even if the parties are still negotiating a successor collective bargaining agreement this provision will be eliminated as of the last date of the successor collective bargaining agreement.

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this 10th day of August, 2024.



Cambridge Education Association

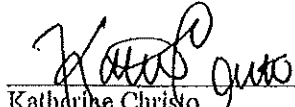


Katherine Christo
Interim Executive Secretary for the
Cambridge School Committee

Voted by the School Committee on 8/6/24

Order Number C24-176

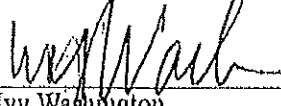
FOR THE CAMBRIDGE SCHOOL COMMITTEE



Katherine Christo
Interim Executive Secretary to the School Committee



David Murphy
Interim Superintendent of Schools

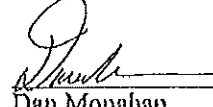


Ivy Washington
Chief Financial Officer

Voted by School Committee on 8/6/24

Order Number: C24-176

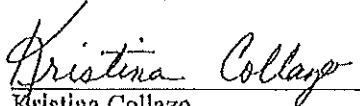
FOR THE CAMBRIDGE EDUCATION ASSOCIATION



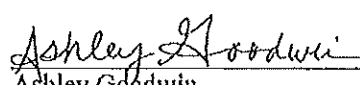
Dan Monahan
President, Committee Chair



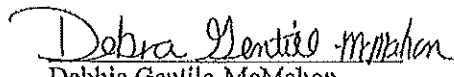
Yemisi Oluwale
CEA Secretary, Negotiating Committee



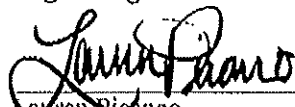
Kristina Collazo
Negotiating Committee



Ashley Goodwin
Negotiating Committee



Debbie Gentile-McMahon
Negotiating Committee



Lauren Picano
Negotiating Committee